

**SECOND AMENDMENT TO AGREEMENT FOR ON-CALL ELECTRICIAN
MAINTENANCE AND TRADE SERVICES BETWEEN THE CITY OF SAN PABLO
AND DC ELECTRIC GROUP, INC.**

**THIS SECOND AMENDMENT TO AGREEMENT FOR ON-CALL
ELECTRICIAN MAINTENANCE AND TRADE SERVICES** is effective this 19th day of
November, 2024, by and between the CITY OF SAN PABLO, a municipal corporation ("City")
and DC Electric Group, Inc. ("Consultant").

R E C I T A L S

WHEREAS, on July 1, 2023, CITY and Consultant entered into an Agreement for On-
Call Electrician Maintenance and Trade Services ("Agreement") effective for five (5) fiscal years
in an amount not to exceed \$150,000 each fiscal year, for a total contract amount not to exceed
\$750,000 over the five-year term from July 1, 2023 through June 30, 2028;

WHEREAS, on December 19, 2023, CITY and Consultant executed the First
Amendment to the Agreement for On-Call Electrician Maintenance and Trade Services
authorizing up to an additional \$100,000 for Fiscal Year 2023/24, for a total compensation not to
exceed \$250,000 in Fiscal Year 2023/24, and a total compensation under the contract as
amended not to exceed \$850,000 over the five-year term;

WHEREAS, the parties recognize that a total of \$333,319.63 was invoiced by DC
Electric and paid by the City for necessary on-call electrician services during Fiscal Year
2023/24, exceeding the \$250,000 amount authorized by contract by \$83,319.62, with almost all
services being rendered on an emergency call-out basis for the protection of public safety;

WHEREAS, the parties wish to acknowledge and memorialize the overage incurred in
Fiscal Year 2023/24 for on-call electrician services, and also increase maximum compensation
for on-call electrician services during Fiscal Years 2024/25 through 2027/28; and

WHEREAS, the parties have agreed to further modify the terms of that Agreement
related to Compensation.

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. **COMPENSATION.** Section 2 of the Agreement, "Compensation" is amended to
include the following provision:

**"CITY shall pay Consultant up to an additional Eighty-Three Thousand Three
Hundred Twenty Dollars (\$83,320) for services rendered in Fiscal Year 2023/24
and up to an additional One Hundred Thousand Dollars (\$100,000) per fiscal
year over four (4) fiscal years, Fiscal Year 2024/25 through Fiscal Year
2027/28, for a total compensation under this contract as amended not to exceed
One Million Three Hundred Thirty-Three Thousand Three Hundred Twenty
Dollars (\$1,333,320).**

“On a completed deliverables basis, the not-to-exceed amounts per fiscal year of this Agreement, as amended, shall be:

CONTRACT YEAR	NOT-TO-EXCEED AMOUNT
Year 1 (FY2023/24)	\$ 333,320
Year 2 (FY2024/25)	\$ 250,000
Year 3 (FY2025/26)	\$ 250,000
Year 4 (FY2026/27)	\$ 250,000
Year 5 (FY2027/28)	\$ 250,000
TOTAL NOT-TO-EXCEED AMOUNT	\$1,333,320

2. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

APPROVED AS TO FORM:

CITY OF SAN PABLO
A Municipal Corporation

By _____
Brian P. Hickey, City Attorney

By _____
Matt Rodriguez, City Manager

Dated _____

DC ELECTRIC GROUP, INC.

By _____
Don Caramagno, President

Dated _____

ATTEST:

By _____
Dorothy Gantt, City Clerk

Dated _____